

ATTORNEY-CLIENT CONTRACT
Contingency Fee

This Attorney-Client Contract ("Contract") is entered into by and between Jeremiah Foster, Trustee of the Shoot the Moon Bankruptcy, Case No. 15-60979 ("Client") and Cotner Law, PLLC. ("Attorney").

1. **SCOPE AND DUTIES.** Client hires Attorney to provide legal services to investigate and to pursue such claims if appropriate, against third parties including claims arising from the recovery of funds on:

- Preference Claims
- Fraudulent Transfer Claims
- Director and Officer Claims
- Financial Institutions Claims
- Recovery of Estate Assets
- Professional Negligence
- Usury Claims

2. **INSTRUCTIONS.** Attorney is to investigate and pursue all appropriate claims. Each claim shall be deemed to be a Separate Claim.

3. **LEGAL FEES.** For Attorneys' legal services, Client shall pay Attorney on each Separate Claims as follows:

- Twenty-Five Percent (25%) of all gross sums or property value recovered through settlement memorialized in writing on or before the sixtieth (60th) day after filing an action on such claim.
- Thirty-Three percent (33.33%) of all gross sums or property value recovered through settlement or judgment for the benefit of Client after a claim has been pending for sixty (60) days.
- Forty percent (40%) of all gross sums or property value recovered for the benefit of the client if the settlement or judgment is obtained on or after a period commencing forty-five (45) days prior to the scheduled trial or later.
- Forty-five percent (45%) of the gross sums or property value recovered for the benefit of the client after an appeal is filed by either party.

3. **COSTS AND EXPENSES.** Client shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, in-office photocopying, parking, mileage, investigation expenses, consultants' fees, expert witness fees, and other similar items. Client authorizes Attorney to incur all reasonable costs and to hire any investigators, consultants, or expert witnesses reasonably necessary in Attorney's judgment. Client's obligation to pay such costs and expenses is independent of the obligation to pay legal fees.

4. **APPROVAL OF FEES.** Attorneys understand and agree that all fees and costs incurred in representation of Client on each Separate Claim is subject to and require the approval of the United States Bankruptcy Court for the District of Montana. In the event the Court denies in whole or in part any fee application or request for reimbursement of costs and expenses submitted by Attorneys, then Client shall have no liability or obligation for any fees or costs not approved by the Court.

5. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney make no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expression of opinion only.

6. **EFFECTIVE DATE.** This Contract shall be effective upon approval by the United States Bankruptcy Court.

Dated this _____ day of _____, 20____.

CLIENT:

JEREMIAH FOSTER, Trustee of the Shoot the Moon
Bankruptcy, Case No. 15-60979

By: _____

Its: _____

ATTORNEYS:

COTNER LAW, PLLC
2700 Radio Way
Missoula, MT 59808

By: _____
David B. Cotner